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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92052576
Party	Defendant The Lester M. Griffin & Lavaniel W. Griffin Partnership
Correspondence Address	MARC T. LITTLE LAW OFFICES OF MARC T. LITTLE, P.C. 445 SOUTH FIGUEROA STREET, SUITE 2600 LOS ANGELES, CA 90071 UNITED STATES mlittlelaw@aol.com
Submission	Motion for Summary Judgment
Filer's Name	Lester Griffin
Filer's e-mail	lester.griffin@att.net, uch@eclipsegrp.com
Signature	/Lester Griffin/
Date	04/22/2011
Attachments	Final Motion for Summary Judgment.pdf (102 pages)(14282598 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of U.S. Trademark Registration No. 3,104,426

Date of Registration: June 13, 2006

Mark: CINQUE

CINQUE MODA GMBH

Petitioner,

v.

LESTER M. GRIFFIN and LAVANIEL
W. GRIFFIN, a California Partnership,

Respondent.

Cancellation No. 92052576

MOTION FOR SUMMARY JUDGMENT IN FAVOR OF RESPONDENT

Respondent Lester Griffin and Lavaniel Griffin, a California partnership respectfully requests the Entry of Summary Judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure. This Motion is supported by the attached Memorandum of Law, Exhibits, and the Declaration of Lester Griffin. A proposed form of Order is attached hereto.

Respectfully submitted,


LESTER GRIFFIN

314 W. 223 Street #12
Carson, CA 90745
Telephone: (310) 809-4477
Email: lester.griffin@att.net

MEMORANDUM IN SUPPORT OF SUMMARY JUDGMENT
PURSUANT TO RULE 56 F.R. CIV.P.

I. INTRODUCTION

This paper is respectfully submitted in support of the Respondent's Motion for Summary Judgment. The present Petition alleges that Respondent has abandoned its registered CINQUE trademark (the "CINQUE mark") by discontinuing its use of the CINQUE mark in commerce with its identified goods with no intent to resume.¹ As will be set forth herein, Petitioner has no evidence supporting its allegation that the CINQUE mark has been abandoned. Respondent is therefore entitled to Summary Judgment as a matter of law.

II. FACTUAL BACKGROUND

Respondent is a small business located in the Southern California that has sold clothing under the CINQUE mark since as early as April 2004. (Ex. A ¶ 2.) In April 2004, Respondent filed a U.S. trademark application for the CINQUE mark in connection with clothing, in International Class 25. (*Id.* at ¶ 3.) On or about June 13, 2006, the CINQUE mark was registered by the U.S. Patent and Trademark Office ("USPTO") as Registration No. 3,104,426 (the "'426 Registration") (*Id.*)

Petitioner is a German clothing company that primarily sells suits and other "high end" clothing throughout Europe and is, apparently, attempting to penetrate the clothing market in the United States. (Ex. A ¶ 7.)

Subsequent to filing its U.S. trademark application for the CINQUE mark, Respondent became aware that Petitioner was selling clothing under the CINQUE mark

¹ Petitioner also alleges that Reg. No. 3,104,426 should never have registered based on Reg. No. 2,164,766 for the mark Cinq for blouses, sweaters, and shirts, but this allegation provides no grounds for cancellation of Respondent's registration.

when Petitioner attempted to oppose Respondent's U.S. trademark application for the CINQUE mark. (*See* Ex. A ¶ 7.) After some communications between Respondent and Petitioner, Petitioner withdrew its opposition of Petitioner's U.S. trademark application for the CINQUE mark. (*See id.* at ¶ 3.). Several years later, Petitioner filed the present Petition to cancel the '426 Registration. (*See id.* at ¶¶ 9-11.)

Following the filing of the Answer, Petitioner served several discovery requests on Respondent including a First and Second Set of Interrogatories (*see* Exs. B and H), a First Set of Requests for Documents (*see* Ex. D), and a First Set Requests for Admissions (*see* Ex. F). Respondent has responded to Petitioner's discovery requests (*see* Exs. C, F, G, and I) with no objection from Petitioner or motion to compel further evidence. The discovery period has concluded and Petitioner's Trial Period is set to begin on April 25, 2011.

As will be discussed on further detail below, the evidence produced by Respondent during discovery clearly demonstrates that Respondent has not abandoned its use of the CINQUE trademark. Thus, a favorable ruling of summary judgment is just and proper in this case.

III. ARGUMENT

1. The Summary Judgment Standard

A motion for summary judgment is pre-trial device intended to dispose of cases where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law." TBMP § 528.01; *see* Fed. R. Civ. P. 56(c); *Celotex Corp. v. Catrett*, 477 U.S. 317, 106 S. Ct. 2548 (1986); *Franpovi SA v. Wessin*, 89 USPQ2d 1637, 1638 (TTAB 2009). The purpose of the motion is to save the time and expense of an unnecessary trial where there is no genuine issue of material fact and more evidence that is already available in connection with the summary judgment motion could not reasonably be expected to change the result in the

case. *See* TBMP § 528.01; *Pure Gold, Inc. v. Syntex (U.S.A.), Inc.*, 221 USPQ 151 (TTAB 1983), *aff'd*, 739 F.2d 624, 222 USPQ 741 (Fed. Cir. 1984).

A dispute as to a material fact is genuine if a reasonable fact finder viewing the entire record could resolve the dispute in favor of the nonmoving party. *See Olde Tyme Foods Inc. v. Roundy's Inc.*, 22 USPQ2d 1542, 1544 (Fed. Cir. 1992). If the nonmoving party fails to make a sufficient showing on an essential element of its case with respect to which it would have the burden of proof at trial, judgment as a matter of law may be entered in favor of the moving party. *See* Fed. R. Civ. P. 56(c), *Celotex Corp.*, 477 U.S. at 322-323.

There is no genuine issue of material fact that Petitioner has no evidence to support its claim that Respondent has abandoned its CINQUE mark. Accordingly, summary judgment in favor of Respondent is respectfully solicited.

2. The Abandonment Standard

In general, courts are reluctant to find abandonment since it results in a complete forfeiture of trademark rights. *See* 3 MCCARTHY ON TRADEMARKS AND UNFAIR COMPETITION § 17:12 (4th ed. 1996). However, Section 45 of the Trademark Act, 15 U.S.C. § 1127, provides that a mark is abandoned when “its use has been discontinued with intent not to resume use. ... Nonuse for three consecutive years shall be *prima facie* evidence of abandonment.” *See also Abdul-Jabbar v. General Motors Corp.*, 85 F.3d 407, 411-12 (9th Cir. 1996); *Electro Source, LLC v. Brandess-Kalt-Aetna Group, Inc.*, 458 F.3d 931, 938 (9th Cir. 2006) (“[A]bandonment requires complete cessation or discontinuance of trademark use.”).

In order to prevail on a claim for cancellation on the grounds of abandonment, a party must allege and prove, in addition to its standing, abandonment of the mark as the result of nonuse or other conduct by the registrant. *See* Trademark Act Section 45, 15 U.S.C. § 1127; *see also, On-Line Careline, Inc. v. Am. Online*, 229 F.3d 1080, 56 USPQ2d 1471 (Fed. Cir. 2000); *Lipton Industries, Inc. v. Ralston Purina Co.*, 670 F.2d

1024, 213 USPQ 185 (CCPA 1982). The petitioner has the burden of proving abandonment and only after the petitioner proves nonuse of the mark for three consecutive years does the burden shift to the registrant to provide evidence contesting the inference of abandonment. *See* Trademark Act Section 45, 15 U.S.C. § 1127; *Imperial Tobacco Ltd. v. Philip Morris Inc.*, 899 F.2d 1575, 14 USPQ2d 1390 (Fed. Cir. 1990); *see generally*, 2 MCCARTHY ON TRADEMARKS AND UNFAIR COMPETITION § 17:18 (4th ed. 1996).

3. Petitioner Has No Evidence to Prove That Respondent Has Abandoned the CINQUE Mark

To meet its burden of proof, Petitioner must prove by a “preponderance of the evidence” that Respondent has discontinued its use of the CINQUE mark. *See Cervecería Centroamericana, S.A. v. Cervecería India, Inc.*, 892 F.2d 1021, 1023 (Fed. Cir. 1989). Petitioner has no such evidence.

In response to Petitioner’s discovery requests, Respondent provided evidence that Respondent has continuously sold clothing under the CINQUE mark since as early as 2004. This evidence is reflected in Respondent’s interrogatory responses (*see* Ex. C at Response Nos. 1, 2, 3, 5 and 13; Ex. I at Response Nos. 1-3), responses to Petitioner’s requests for admissions (*see* Ex. at Responses 5 and 9), and documents produced by Respondent (*see* Ex. E; Exs. 1 and 2). In particular, the evidence establishes that, since registering the mark, Respondent has sold clothing under the CINQUE mark to at least five different retailers or small businesses, located in California and Illinois. (*See* Ex. C at Response No. 3.) Respondent has produced receipts evidencing clothing sales to retailer in at least May 2006, June 2008, and August 2010. (*See* Ex. E, Ex. 1.) In addition, Respondent has provided evidence proving that Respondent has or has had consignment sales agreements with at least four retailers for the sale of clothing under the CINQUE mark. (*See* Ex. E, Ex. 1.)

Based on the evidence produced by Respondent, Petitioner cannot establish *prima facie* evidence of abandonment because the evidence does not prove that there has been non-use of the CINQUE mark for three consecutive years. *See* Trademark Act Section 45, 15 U.S.C. § 1127. In addition to the evidence discussed above, when asked to “[s]tate with specificity all dates of non-use of Your Mark for the last 4 years,” Respondent responded: “[n]o dates of non-use” (Ex. C at Response No. 3); and when asked to admit that “You are not currently using Your Mark on any goods in commerce,” Respondent responded “deny” (Ex. G at Response No. 9).

In light of the evidence in this case, Petitioner’s only plausible argument for abandonment is that Respondent’s use of the CINQUE mark has not generated substantial sales revenue. However, there is “no rule of law that the owner of a trademark must reach a particular level of success, measured either by the size of the market or by its own level of sales, to avoid abandoning a mark.” *Person’s Co. Ltd. v. Christman*, 900 F.2d 1565, 14 USPQ2d 1477 (Fed. Cir. 1990), *affirming* 9 USPQ2d 1477 (TTAB 1988); *see also Wallpaper Manufacturers Ltd. v. Crown Wallpapering Corp.*, 680 F.2d 755, 759, 214 USPQ 327, 329 (CCPA 1982).

To that end, the facts of *Person’s* are of particular interest to this case. In *Person’s*, the registrant Larry Christman, similar to Respondent in this case, filed an application for U.S. trademark registration in an effort to protect the “PERSON’S” mark in connection with his sportswear line of clothing. *See Person’s*, 900 F.2d at 1567. Christman believed that he was the exclusive owner of the right to use and register the mark in the United States and apparently had no knowledge that appellant, Person’s Co. Ltd., soon intended to introduce its similar sportswear line under the identical mark in the U.S. market. *See id.* In the interim between Christman’s first sale and the issuance of his registration, Person’s became a well-known and highly respected force in the Japanese fashion industry. *See id.* The company, which had previously sold garments under the “PERSON’S” mark only in Japan, began implementing its plan to sell goods under this

mark in the United States. *See id.* Sometime later, Person's advertising in the U.S. became known to Christman and both parties became aware of confusion in the marketplace. *See id.* Person's, deciding that it had superior rights, initiated an action to cancel Christman's registration alleging, among other things, abandonment. *See id.*

During the cancellation proceeding, the Person's argued that abandonment was established by the Christman's intermittent clothing sales during a four-year period, the paucity of orders to replenish the inventory during that period, and the lack of significant sales to commercial outlets. *See Person's*, 900 F.2d at 1571. However, the court found that such circumstances do not necessarily imply abandonment and that Person's did not establish abandonment. *See id.* Such is the case in the present action.

Person's is not alone. Other courts have found that intermittent and/or level of sales does not dictate a conclusion of abandonment. *See e.g., Electro Source*, 458 F.3d at 939 (rejecting the argument that a failing, yet ongoing business automatically abandons its mark although it is still in business); *Interstate Brands Corp. v. Way Baking Co.*, 202 U.S.P.Q. 846 (1978). The Ninth Circuit even created a bright line rule: even a single instance of good faith trademark use prevents abandonment. *See Carter-Wallace, Inc. v. Procter & Gamble Co.*, 434 F.2d 794, 804, 167 U.S.P.Q. 713 (9th Cir. 1970). Applying this rule, the Ninth Circuit said that even limited sales of a failing line of goods sufficed to preclude abandonment of the mark: "Good faith nominal or limited commercial sales of trademarked goods are sufficient ... to avoid abandonment." *Electro Source, LLC v. Brandess-Kalt-Aetna Group, Inc.*, 458 F.3d at 939.

IV. CONCLUSION

In sum, based on the evidence presented in this case, Petitioner cannot prove that Respondent has abandoned the CINQUE mark. Thus, the '426 Registration should be upheld as a matter of law.

Respectfully submitted,



LESTER GRIFFIN

314 W. 223 Street #12
Carson, CA 90745
Telephone: (310) 809-4477
Email: lester.griffin@att.net

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of U.S. Trademark Registration No. 3,104,426

Date of Registration: June 13, 2006

Mark: CINQUE

CINQUE MODA GMBH

Petitioner,

v.

LESTER M. GRIFFIN and LAVANIEL

W. GRIFFIN, a California Partnership,

Respondent.

Cancellation No. 92052576

[PROPOSED]

ORDER

This Board, having reviewed Respondent Lester Griffin and Lavaniel Griffin's Motion for Summary Judgment, including all supporting papers filed Respondent and opposing papers filed by Petitioner Cinque Moda GmbH, and having found no material facts in opposition thereof, hereby ORDERS AS FOLLOWS:

Respondent's Motion for Summary Judgment seeking to deny the petition to cancel U.S. Registration No. 3,104,426 is granted.

IT IS SO ORDERED

Dated: _____

TRADEMARK TRIAL AND APPEALS BOARD

EXHIBIT A

In the matter of U.S. Trademark Registration No. 3,104,426
Date of Registration: June 13, 2006
Mark: CINQUE

CINQUE MODA GMBH
Petitioner,
v.
LESTER M. GRIFFIN and LAVANIEL
W. GRIFFIN, a California Partnership,
Respondent.

I, Lester Griffin, declare as follows:

1. I am a partner of the Respondent in the above captioned matter. I have personal knowledge of the facts contained herein.
2. Since at least as early as April 2004, my brother and I have owned and operated a small business selling clothing branded with the CINQUE trademark (the “CINQUE mark”).
3. In or about April 2004, Respondent filed a U.S. trademark application for the CINQUE mark in connection with clothing, namely, pants, shirts, jackets, shoes, hats, and t-shirts, in International Class 25. On or about June 13, 2006, the CINQUE mark was registered by the U.S. Patent and Trademark Office (“USPTO”) as Registration No. 3,104,426 (the “426 Registration”).

4. When my brother and I first launched our clothing business in 2004, it was our intent to engage in a significant marketing effort to promote our CINQUE clothing line. But being new business owners, in addition to certain financial constraints and other issues beyond our control, my brother and I were limited in our ability to market and advertise our CINQUE clothing.

5. However, in or about April 2004, my brother and I started selling clothing branded with the CINQUE mark to small retail stores. A true and correct copy of a Consignment Agreement between Walter Owens, Jr., a small business owner in East St. Louis, Illinois, and myself is submitted herewith as Exhibit E-1.

6. Since at least April 2004, Respondent has sold and continues to sell clothing branded with the CINQUE mark to small retailers. True and correct copies of several sales receipts evidencing Respondent's continued sales of clothing branded with the CINQUE mark are submitted herewith as Exhibit E-1.

7. In or about June 2005, my brother and I were informed by the USPTO that our then U.S. trademark application for the CINQUE mark was being opposed by Petitioner Cinque Moda GmbH. It was at that time that Respondent discovered through Petitioner's www.cinque.de website that Petitioner was selling clothing, namely suits, under the CINQUE brand in certain retail stores in Chicago and New York. From the www.cinque.de website, Petitioner appeared to be a clothing company based in Germany that primarily sells suits and other "high end" clothing throughout Europe.

8. Upon discovering Petitioner's infringing use of the CINQUE mark, I called Petitioner's counsel, Joan Pennington, demanding that Petitioner cease its infringing use of the CINQUE mark. Petitioner's counsel expressly acknowledged Respondent's demand and, subsequently, withdrew Petitioner's opposition of our U.S. trademark application for the CINQUE mark.

9. From that time, Respondent had no further communication with Petitioner until or about June 2010, when Respondent received the pending Petition to cancel the '426 Registration.

10. In response to the petition, I revisited Petitioner's www.cinque.de website, where I discovered that Petitioner was continuing to sell clothing in the United States using the CINQUE mark. Upon discovering Petitioner's infringing use of the CINQUE mark, on or about June 14, 2010, I sent an email to Petitioner demanding that it once again cease its infringing use of the CINQUE mark. A true and correct copy of my June 14, 2010 email to Petitioner's retailer is submitted herewith as Exhibit J.

11. In response to my June 2010 email, I received a phone call from Petitioner's counsel, Ursula Day, informing me that Petitioner had been trying to reach my brother and I to discuss the '426 Registration but, in the meantime, Petitioner initiated the present cancellation proceeding against the '426 Registration.

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I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 21, 2011



LESTER GRIFFIN

EXHIBIT B

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.
For the mark CINQUE 3,104,426

Date registered:

-----	X
Cinque Moda GmbH)
)
Petitioner,)
)
vs.)
)
Lester M. Griffin)
Lavaniel W. Griffin)
A California Partnership)
)
Respondent.)
-----	X

Cancellation No. 92052576

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

PETITIONER'S FIRST SET OF INTERROGATORIES TO REGISTRANT

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner, Cinque Moda GmbH ("Cinque Moda"), through counsel of record, Law Firm of Ursula B. Day hereby propounds its First Set of Interrogatories on Respondent, Lester M. Griffin, Lavaniel W. Griffin, a California partnership ("Griffin" or "Respondent"). Respondent shall serve its written answers to these interrogatories within the time provided by the Federal Rules of Civil Procedure and the Trademark Rules of Practice upon Applicant at the

address of its counsel: Ursula B. Day, 708 Third Avenue, New York, NY 10017.

INSTRUCTIONS AND DEFINITIONS

For the purposes of these Interrogatories, the following Instructions and Definitions shall apply:

1. "Petitioner" means Cinque Moda, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.

2. "Registrant," "You" and/or "Your" means Griffin, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.

3. "Person" means any individual, sole proprietorship, partnership, firm, corporation, joint venture, association, or other entity.

4. "Your Business Entities" refers to Griffin and any parent companies, subsidiaries or sister companies.

5. "Documents" is used in a comprehensive sense and includes, without limitation, letters, intra-corporate communications, reports, memoranda, minutes, bulletins, circulars, instructions, work assignments, notebooks, sketches, drawings, photographs, prints, drafts, work sheets, advertisements, catalogues, invoices, signs, non-paper information storage, and other writings of whatsoever nature; including copies or mechanical or photocopy reproduction or any or all of the foregoing items, and where such latter items contain any marking not appearing on the original or are altered from the original, then such items shall be considered to be separate original documents, and copies of non-paper information storage means such as tape, film and computer memory device in

readable form.

6. Whenever in the following interrogatories a request is made to "identify" documents, the term "identify" means to tabulate each document in the designated category, supplying separately as to each such document the following information:

- a. The type of document (e.g., letter, notebook, etc.) and the number of pages of which it consists;
- b. The date of the document, if any (and if no date appears thereon, the answer shall so state and shall give the date or approximate date that such document was prepared);
- c. The date on which the document came into Your possession or control, if different from the date appearing on the document itself;
- d. The name and title of the signer of the document and the name and title of the author, if different from that of the signer, (and if it was not signed, the answer shall so state and shall give the name and title of the person who prepared it, if known, and if not known, the answer shall so state);
- e. The name and title of each recipient or addressee of such document (whether specifically named therein or not), who received copies of the document, either at the time of initial distribution or any subsequent time;
- f. A brief summary of the subject matter of the document; and
- g. The present whereabouts of the document and the name and address of the custodian thereof.

7. Whenever in the following interrogatories a request is made to "identify" documents appears, Griffin shall produce within this judicial district for inspection and copying by Cinque Moda's counsel, true and correct copies of the documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request, of which a list is requested; and such production of copies will be accepted as compliance with

such request.

8. Whenever in the following interrogatories a request is made to "identify" a person or entity, this shall mean to give the person or entity's name, company title if a person, contact address and telephone number sufficient for service of process.

9. "Thing" means any physical object other than a document.

10. "Trademark" means trademark or service mark.

11. "Griffin's Federal Mark" or "Your Mark" or "The Mark" means the trademark Cinqe Registration No. 3,104,426.

12. "Use, Using or Used a mark" includes identifying the name of the product or service, the manner in which the mark was, is or will be used in relation to the product or service, the dates of use or intended use, and the geographic locations where the mark was, is or will be used.

13. Should Communications deem to be privileged any documents concerning which information or inspection is requested by any of the following interrogatories, Communications shall list such documents and supply information as requested in Paragraph 5 above concerning such documents, and additionally shall indicate that it claims privilege therefore, briefly state the grounds on which the claim of privilege rests, identify who is making the claim of privilege, and identify the portion of the document to which the claim extends. Further, Communications shall identify the extent, if any, that the document contains:

- a. Authorizations to file applications and/or take other steps to obtain trademark registration;
- b. Documents or information for submission of the U.S. Patent and Trademark Office and/or appearing in the public record of any application file;
- c. Compendiums of filing fees and requirements for registration or

applications for registration in the United States or any foreign country;

- d. Resumes of applications filed or registrations obtained or rejected;
- e. Information communicated to an attorney primarily for aid in completing or prosecuting trademark applications;
- f. Business advice;
- g. Communications not made in confidence or whose confidentiality has been waived;
- h. Documents written by or obtained from third parties; taken to renew the agreement or to exercise an option to renew. If active steps toward renewal or the exercise of an option to renew have been taken, identify all correspondence relating thereto.

INTERROGATORY NO. 1:

State with specificity the date of first use in commerce in the United States of Your Mark in connection with any goods/services.

Answer:

INTERROGATORY NO. 2:

Identify with specificity in which locations Your Mark is in commerce in the United States for the last 4 years, including in Your answer the dates The Mark was used in such locations.

Answer:

INTERROGATORY NO. 3:

State with specificity all dates of non-use of Your Mark for the last 4 years.

Answer:

INTERROGATORY NO. 4:

If You have licensed Your Mark to any person or entity at any time since its date of first use to the present, identify all terms and conditions for each such license, including the name of the licensee, the nature of license granted, the dates of the license, the goods/services for which the license was granted, and the geographic scope of use for each license.

Answer:

INTERROGATORY NO. 5:

State all the types goods on which Your Mark was used since first use was claimed; state with specificity the date when each of the following:

1. pants
2. shirts
3. jackets
4. shoes
5. hats
6. T-shirts

were first used and the date used prior to this cancellation.

Answer:

INTERROGATORY NO. 6:

State with specificity how You advertise, market and promote all goods/services offered under Your Mark identifying in Your answer every state within the United States in which You advertise, market and/or promote Your Mark and the corresponding dates for each State.

Answer:

INTERROGATORY NO. 7:

State with specificity the types of customers to whom You target the goods/services offered under Your Mark including in Your answer whether they are of a particular demographic group such as a particular age, gender, or have a particular interest.

Answer:

INTERROGATORY NO. 8:

State with specificity the approximate annual dollar amount expended by You in the advertising, marketing and promotion of Your Mark by year for the last 4 years.

Answer:

INTERROGATORY NO. 9:

Identify the person(s) most knowledgeable concerning Your advertising, marketing and promotion of Your Mark from the time You adopted The Mark until the present.

Answer:

INTERROGATORY NO. 10:

State with specificity the channels of trade in which each of the goods/services offered under Your Mark or were offered, and/or will be offered, including, but not limited to a description of the type(s) of retail and/or wholesale outlets in which the goods/services will be offered to the public and a description of how sales are made and/or will be made to the ultimate user or consumer of Your goods/services.

Answer:

INTERROGATORY NO. 11:

Identify all media, including, but not limited to, publications, television and radio, pod cast, websites, and direct mailings in which Your Mark has been advertised, marketed and/or promoted and for each state the date(s) and geographic scope of each issue, publication or broadcast or mailing.

Answer:

INTERROGATORY NO. 12:

Identify all communications directed to You that challenge, or have challenged, Your right to use or register Your Mark since its adoption by You to the present.

Answer:

INTERROGATORY NO. 13:

Identify with specificity the nature of Your business, including a list of products sold, or services offered, and how long You have been engaged in that business.

Answer:

INTERROGATORY NO. 14:

Identify with specificity Your business structure including any affiliates, sister companies, subsidiaries, or parent companies.

Answer:

INTERROGATORY NO. 15:

Identify with specificity all past and present partners and the duties and

responsibilities of each partner.

Answer:

INTERROGATORY NO. 16:

Identify all persons you intend to call as a witness in this matter including in Your answer the expected subject area of testimony for each.

Answer:

INTERROGATORY NO. 17:

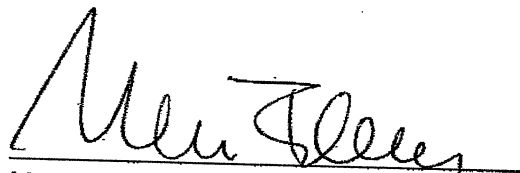
Identify each person You intend to call as an expert witness in this matter including in Your answer their qualifications and area of expertise.

Answer:

INTERROGATORY NO. 18:

Identify all persons who were consulted, and/or furnished information, for the preparation of Your answers to these interrogatories.

Answer:



Ursula B. Day
Attorney for Applicant
708 Third Avenue, Suite 1501
New York, NY 10017
Tel. (212) 904-1915
Fax (212) 244-2233

Dated: September 23, 2010
UBD:gm

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.
For the mark CINQUE 3,104,426

Date registered:

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Cinque Moda GmbH)
Petitioner,)
vs.)
Lester M. Griffin)
Lavaniel W. Griffin)
A California Partnership)
Respondent.)
-----	X

Cancellation No. 92052576

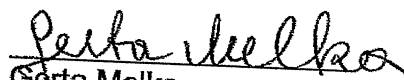
Certificate of Service

This is to certify that on September 23, 2010 a true copy of

PETITIONER'S FIRST SET OF INTERROGATORIES TO REGISTRANT
was being electronically transmitted to:

Marc T. Little
Professional Law Corporation
Union Bank Plaza
445 South Figueroa Street, Suite 2600
Los Angeles, CA 90071-1630

by e-mailing the copy to the following e-mail address: mlittlelaw@aol.com


Gerta Melka

UBD:gm

EXHIBIT C

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Reg. No. 3,104,426

Cinque Moda GmbH)	DOCKET No.: TM/CINQUE
)	
)	
Petitioner,)	CANCELLATION NO. 92052576
)	
vs.)	
)	
LESTER M. GRIFFIN)	
LAVANIEL W. GRIFFIN, A California)	
Partnership)	
)	
Respondent.)	
)	

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

PROPOUNDING PARTY: CINQUE MODA GmbH

RESPONDING PARTY: LESTER M. GRIFFIN – [AMENDED RESPONSE]

SET NUMBER: ONE

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2,120,
LESTER M. GRIFFIN, (“Griffin”) responds to Interrogatories as follows:

RESPONSE TO INTERROGATORIES

PREAMBLE

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

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RESPONSE TO INTERROGATORIES

RESPONSE TO INTERROGATORY NO. 1

April 1, 2004

RESPONSE TO INTERROGATORY NO. 2

www.Hometownprods.com, Carson, California; January 7, 2007 – present

Freedom Mortgage, Belleville, IL; April 1, 2004 – present

Topstyles Barbershop Beauty Salon, Fairview Heights, IL; April 1, 2004 – present

Northend Motors, St. Louis, IL; April 1, 2004 – present

Cosa Monsuni Apparel, Carson, CA; January 1, 2009 - present

RESPONSE TO INTERROGATORY NO. 3

No dates of non-use

RESPONSE TO INTERROGATORY NO. 4

There have been NO licenses granted.

RESPONSE TO INTERROGATORY NO. 5

Hats: April 1, 2004 to February 3, 2005

T-shirts: April 1, 2004 - present

RESPONSE TO INTERROGATORY NO. 6

Internet advertising commencing January 7, 2004 in the State of California; word of mouth and retail store displays in California and Illinois commencing January 7, 2004.

RESPONSE TO INTERROGATORY NO. 7

African American men and women between the ages 25 to 50.

RESPONSE TO INTERROGATORY NO. 8

\$0.00 expended in advertising, marketing and promotion of the Mark for the last 4 years.

RESPONSE TO INTERROGATORY NO. 9

Lester Griffin and Lavaniel Griffin

RESPONSE TO INTERROGATORY NO. 10

Channels of trade include on-line sales through hometownprods.com where the sales transactions occur using PayPal; additional sales occur in retail outlets where word of mouth and foot traffic drive sales of t-shirts. These sales often occur on a cash basis.

RESPONSE TO INTERROGATORY NO. 11

No media used to advertise, market or promote the Mark.

RESPONSE TO INTERROGATORY NO. 12

Chanel in 2005

Cinque Moda GmbH in 2005 and 2010

RESPONSE TO INTERROGATORY NO. 13

Our business is engaged in the retail sales of hats and t-shirts bearing the Cinque Mark. We have been engaged in this business since April 1, 2004.

RESPONSE TO INTERROGATORY NO. 14

My brother and I have no business structure. We operate our business as individuals.

RESPONSE TO INTERROGATORY NO. 15

Lester Griffin and Lavaniel Griffin

RESPONSE TO INTERROGATORY NO. 16

Robert Roach (Hometown Productions), Walter Owens (Freedom Mortgage), and Romelo Pace (Cosae Monsuni Apparel)

RESPONSE TO INTERROGATORY NO. 17

None.

I declare under penalty of perjury that the foregoing Response to Interrogatories is true and correct.

Executed on the ____ day of December 2010.


Lester M. Griffin

RESPONSE TO INTERROGATORIES

EXHIBIT D

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.
For the mark CINQE 3,104,426

Date registered:

-----	X
Cinque Moda GmbH)
)
Petitioner,)
)
vs.)
)
Lester M. Griffin)
Lavaniel W. Griffin)
A California Partnership)
)
Respondent.)
-----	X

Cancellation No. 92052576

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

**PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF
DOCUMENTS TO REGISTRANT.**

Pursuant to Rule 34, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner, Cinque Moda GmbH ("Cinque Moda"), through counsel of record, Law firm of Ursula B. Day, hereby propounds its First Set of Requests for Production of Documents on respondent, Lester M. Griffin, Lavaniel W. Griffin, a California partnership ("Griffin" or "Respondent"). Respondent shall serve its written answers to these requests within the time provided by the Federal Rules of Civil Procedure and the Trademark Rules of Practice upon

Applicant at the address of its counsel: Ursula B. Day, Esq. 708 Third Avenue, Suite 1501 New York, NY 10017.

INSTRUCTIONS AND DEFINITIONS

For the purposes of these requests, the following Instructions and Definitions shall apply:

1. "Petitioner" means Cinque Moda GmbH, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.

2. "Respondent," "You" and/or "Your" means Griffin, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.

3. "Person" means any individual, sole proprietorship, partnership, firm, corporation, joint venture, association, or other entity.

4. "Your Business Entities" refers to Griffin, and any parent companies, subsidiaries or sister companies of Communications.

5. "Documents" is used in a comprehensive sense and includes, without limitation, letters, intra-corporate communications, reports, memoranda, minutes, bulletins, circulars, instructions, work assignments, notebooks, sketches, drawings, photographs, prints, drafts, work sheets, advertisements, catalogues, invoices, signs, non-paper information storage, and other writings of whatsoever nature; including copies or mechanical or photocopy reproduction or any or all of the foregoing items, and where such latter items contain any marking not appearing on the original or are altered from the original, then such items shall be considered to be separate original documents, and copies of non-paper

information storage means such as tape, film and computer memory device in readable form.

6. "Thing" means any physical object other than a document.

7. "Trademark" means trademark or service mark.

8. "Griffin's Federal Mark" or "Your Mark" or "The Mark" means the trademark "Cinque", Registration No. 3,104,426, for international class 25.

9. "Use, Using or Used a mark" includes identifying the name of the product or service, the manner in which the mark was, is or will be used in relation to the product or service, the dates of use or intended use, and the geographic locations where the mark was, is or will be used.

INSTRUCTIONS

10. These requests are continuing in nature and include all documents and information prepared or received by you between the date of receipt of this request and the date of trial. Your responses to these requests should be supplemented not later than 30 days prior to any hearing addressing the merits of any parties' claims or defenses

11. Documents that in their original condition were stapled, clipped or otherwise fastened together shall be produced in such form. Documents responsive to each numbered paragraph are to be grouped by paragraph. If any portion of a document is responsive to this request, the entire document shall be produced. In order to facilitate review and avoid any possibility of misinterpretation, place all documents produced in file folders bearing the number of the paragraph to which they are responsive.

12. For each document you contend you are entitled to withhold, identify the document and state with specificity the reason for withholding. For any document withheld under a claim of privilege, state:

- a. The name and title of the author(s);
- b. The name and title of the person(s) to whom a copy of the document or its contents, or any part thereof, was sent or conveyed or to whom the document or a copy, or any part thereof was showed;
- c. Its date;
- d. The name and title of the person(s) to whom the document was addressed;
- e. The number of pages;
- f. A brief description of the subject matter;
- g. The nature of the privilege claimed;
- h. The paragraph(s) to which the document is otherwise responsive;
- i. The nature and basis of the privilege claimed.

13. If any document requested was formerly in the possession, custody or control of the recipient of these Requests for Production and has been lost or destroyed, the recipient is requested to submit in lieu of each document a written statement that:

- a. Describes in detail the nature of the document and its contents;
- b. Identifies the person who prepared or authorized the document and, if applicable, the person to whom the document was sent;
- c. Specifies the date upon which the document was prepared or transmitted or both;
- d. Specifies, to the extent possible, the date upon which the document was lost or destroyed, and, if destroyed, the conditions of or reasons for such destruction and the persons requesting and performing the destruction.

14. If an objection is made to any request herein, all documents covered by the request not subject to the objection should be produced. Similarly, if an objection is made to production of any portion of a document, the portion(s) subject to objection should be produced with the portion(s) objected to deleted and indicated clearly.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

Produce copies of all documents and things referenced in Your answers to interrogatories served concurrently herewith.

REQUEST NO. 2:

Produce copies of all documents and things referred to or reviewed by You in preparing Your answers to interrogatories served concurrently herewith.

REQUEST NO. 3:

Produce copies of all documents and things that support or refute Your claimed date of first use in commerce of Your Mark with respect to each good/service for which The Mark was used.

REQUEST NO. 4:

Produce copies of all documents and things that support or refute Your continuous use of The Mark in commerce for all goods/services on which The Mark was used for the last 4 years.

REQUEST NO. 5:

Produce copies of all documents and things concerning the locations and geographic scope of use of The Mark in commerce for all goods/services on which The Mark was used since the last 4 years.

REQUEST NO. 6:

Produce copies of all documents and things evidencing Your current use

of The Mark:

- a) on all types of good the mark is currently used;
- b) documents evidencing the goods/services The Mark is used on,
- c) the location and geographic scope of sales,
- d) a representative sample of the type of consumer or entities to whom goods under The Mark are sold.

REQUEST NO. 7:

Produce copies of all documents and things concerning any periods of non-use of The Mark in commerce during the last 4 years.

REQUEST NO. 8:

Produce copies of all documents and things evidencing why The Mark was not used in commerce for any periods of non-use as identified in Request No. 7, above.

REQUEST NO. 9:

Produce copies of all labels The Mark was used on in commerce for the past 4 years, and all documents that support a claim of source identity.

REQUEST NO. 10:

Produce copies of all documents and things concerning all advertising, marketing and promotion of The Mark since 2006 to the present including all advertising materials, signage, brochures, direct mailings, media buys, tear sheets, Internet advertising, and television and radio scripts.

REQUEST NO. 11:

Produce copies of all documents and things concerning the channels of trade The Mark was used in since 2006 to the present.

REQUEST NO. 12:

Produce copies of all documents and things concerning all transfer of

rights in The Mark since its adoption and use to the present date including through licensing, and assignment of rights, and including Your acquisition of The Mark and any related rights.

REQUEST NO. 13:

Produce copies of all licensing, assignment and franchise agreements, and any other agreements in which rights in The Mark are transferred, from the date of The Mark's first use in commerce to the present.

REQUEST NO. 14:

Produce copies of all documents and things evidencing the type, demographics, characteristics, and specific interests of consumers targeted with Your Mark including, but not limited to, demographic reports or analysis, advertising and marketing plans, and specific interest publications from The Mark's date of first use to the present.

REQUEST NO. 15:

Produce copies of all documents and things evidencing the type, demographics, characteristics, or specific interests of consumers who actually purchased the goods/services offered under Your Mark from 2006 to the present.

REQUEST NO. 16:

Produce copies of all documents and things concerning your advertising, marketing and promotional budgets for The Mark from 2006 to the present identifying the date of each document or thing produced.

REQUEST NO. 17:

Produce complete and accurate copies of all documents, materials and things evidencing or relating to Your actual gross sales for each product or service offered by You under Your Mark from 2006 to the present.

REQUEST NO. 18:

Produce copies of all documents and things evidencing an intent by You,

or by others, to use The Mark in commerce at any future date.

REQUEST NO. 19:

Produce copies of all documents and things concerning all investigations conducted by You, or by any predecessor-in-interest, regarding third party use of the Cinq mark.

REQUEST NO. 20:

Produce copies of all documents and things to You from third parties concerning Your use of The Mark in commerce including, but not limited to, any cease and desist letters, requests for licenses, or investigations into Your use of The Mark.

REQUEST NO. 21:

Produce copies of all documents and things concerning any use of, or intent to use, The Mark for goods and services other than those identified in Your federal registration of The Mark.

REQUEST NO. 22:

Produce complete and accurate copies of all documents, materials and things demonstrating that Your Mark creates a public perception that the mark is an indicator of source of origin.

REQUEST NO. 23:

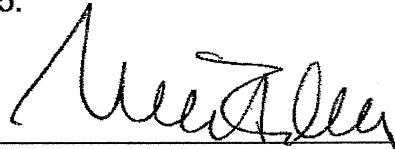
Produce complete and accurate copies of all documents, materials and things evidencing and/or relating to all investigations You have performed.

REQUEST NO. 24:

Produce all expert opinions regarding the merits of Your claims and/or defenses against Cinque Moda.

REQUEST NO. 25:

Produce copies of all documents and things in Your possession and/or control that support your claim of superior rights in a Cinque mark for goods/services in international class 25.



Ursula B. Day
Attorney for Applicant
708 Third Avenue, Suite 1501
New York, NY 10017
Tel. (212) 904-1915
Fax (212) 244-2233

Dated: September 23, 2010
UBD:gm

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.
For the mark CINQUE 3,104,426

Date registered:

-----	X
Cinque Moda GmbH)
)
Petitioner,)
)
vs.)
)
Lester M. Griffin)
Lavaniel W. Griffin)
A California Partnership)
)
Respondent.)
-----	X

Cancellation No. 92052576

Certificate of Service

This is to certify that on September 23, 2010 a true copy of

PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF
DOCUMENTS TO REGISTRANT

was being electronically transmitted to:

Marc T. Little
Professional Law Corporation
Union Bank Plaza
445 South Figueroa Street, Suite 2600
Los Angeles, CA 90071-1630

by e-mailing the copy to the following e-mail address: mlittlelaw@aol.com


Gerta Melka

EXHIBIT E

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Reg. No. 3,104,426

Cinque Moda GmbH)	DOCKET No.: TM/CINQUE
)	
)	
Petitioner,)	CANCELLATION NO. 92052576
)	
vs.)	
)	
LESTER M. GRIFFIN)	
LAVANIEL W. GRIFFIN, A California)	
Partnership)	
)	
Respondent.)	
)	

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

PROPOUNDING PARTY: CINQUE MODA GmbH

RESPONDING PARTY: LESTER M. GRIFFIN

SET NUMBER: ONE

Pursuant to Rule 34, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2,120,
LESTER M. GRIFFIN, ("Griffin") responds to Request for Production as follows:

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

PREAMBLE

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

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RESPONSE TO REQUEST NO. 1

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

RESPONSE TO REQUEST NO. 2

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

RESPONSE TO REQUEST NO. 3

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

RESPONSE TO REQUEST NO. 4

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

RESPONSE TO REQUEST NO. 5

Respondent has conducted a reasonable search and such documents are attached as Exhibit 2.

RESPONSE TO REQUEST NO. 6

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

RESPONSE TO REQUEST NO. 7

No such documents exist.

RESPONSE TO REQUEST NO. 8

No such documents exist.

RESPONSE TO REQUEST NO. 9

Respondent has conducted a reasonable search and such documents are attached as Exhibit 3.

RESPONSE TO REQUEST NO. 10

No such documents exist.

RESPONSE TO REQUEST NO. 11

Respondent has conducted a reasonable search and such documents are attached as Exhibit 2.

RESPONSE TO REQUEST NO. 12

No such documents exist.

RESPONSE TO REQUEST NO. 13

No such documents exist.

RESPONSE TO REQUEST NO. 14

No such documents exist.

RESPONSE TO REQUEST NO. 15

No such documents exist.

RESPONSE TO REQUEST NO. 16

No such documents exist.

RESPONSE TO REQUEST NO. 17

Respondent has conducted a reasonable search and such documents are attached as Exhibit 4.

RESPONSE TO REQUEST NO. 18

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

RESPONSE TO REQUEST NO. 19

No such documents exist.

RESPONSE TO REQUEST NO. 20

Respondent has conducted a reasonable search and believes responsive documents exist but cannot be located.

RESPONSE TO REQUEST NO. 21

No such documents exist.

RESPONSE TO REQUEST NO. 22

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

RESPONSE TO REQUEST NO. 23

No such documents exist.

RESPONSE TO REQUEST NO. 24

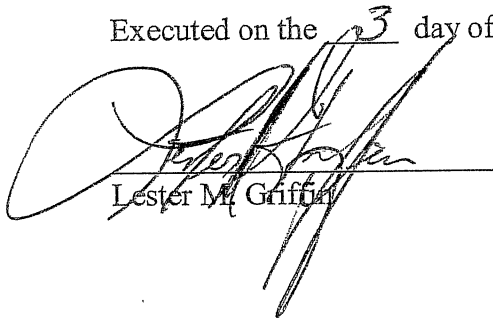
No such documents exist.

RESPONSE TO REQUEST NO. 25

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

I declare under penalty of perjury that the foregoing Response to Request for Production of Documents is true and correct.

Executed on the 3 day of December 2010.



Lester M. Griffin

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS, was deposited with the United States Postal Service, First Class Mail on this day , of December, 2010 addressed to:

Ursula B. Day
708 Third Avenue, Ste. 1501
New York, NY 10017

By: _____
Marc T. Little, Esq.

EXHIBIT 1

Consignment Agreement Form

Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

X Walter D. Owens Jr. the "Seller", and Lester Griffin
 name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

The Seller is entitled to retain 35 % of the purchase price of each sale.

The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %
 to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

The Seller has proven to the Consignee that he/she maintains insurance for any theft or damage that may occur, and agrees that while the consigned merchandise is in his/her possession, it will be covered by said insurance.

The Consignee agrees to leave merchandise with the Seller for a minimum of 7 years to date from
days Signed Agreement.

The Consignee agrees to present only high quality product to the Seller, and agrees to replace any item that has been flawed or damaged by the Consignee during the manufacturing process.

All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

X Walter D. Owens Jr. do hereby agree to the terms set forth in this agreement.
 Print Seller's Name

X [Signature]
 Seller's Signature

4-1-2004
 Date

I, Lester Griffin do hereby agree to the terms set forth in this agreement.
 Print Consignee's Name

[Signature]
 Consignee's Signature

4/1/2004
 Date

Courtesy of CandleBusinessCorner.com - The candle making business resource

Consignment Agreement Form

Page 1 of 1

Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

Corse Menden Eppard the "Seller", and Lester Griffin
name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

The Seller is entitled to retain 35 % of the purchase price of each sale.

The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %
to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

The Seller has proven to the Consignee that he/she maintains insurance for any theft or damage that may occur, and agrees that while the consigned merchandise is in his/her possession, it will be covered by said insurance.

The Consignee agrees to leave merchandise with the Seller for a minimum of 365 days.

The Consignee agrees to present only high quality product to the Seller, and agrees to replace any item that has been flawed or damaged by the Consignee during the manufacturing process.

All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

I, Ronal P. Lee "Lucky" do hereby agree to the terms set forth in this agreement.
Print Seller's Name

[Signature]
Seller's Signature

8-14-10
Date

I, Lester Griffin Lavanuel Griffin do hereby agree to the terms set forth in this agreement.
Print Consignee's Name

[Signature]
Consignee's Signature

8/14/10
Date

Courtesy of [CandleBusinessCorner.com](http://www.candlebusinesscorner.com) - The candle making business resource

Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

X HomeTownProds.com/Robert Roach, the "Seller", and Lester Griffin
name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

The Seller is entitled to retain 35 % of the purchase price of each sale.

The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %
to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

The Seller has proven to the Consignee that he/she maintains insurance for any theft or damage that may occur, and agrees that while the consigned merchandise is in his/her possession, it will be covered by said insurance.

The Consignee agrees to leave merchandise with the Seller for a minimum of 365 days.

The Consignee agrees to present only high quality product to the Seller, and agrees to replace any item that has been flawed or damaged by the Consignee during the manufacturing process.

All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

I, Robert Roach do hereby agree to the terms set forth in this agreement.
Print Seller's Name

Robert Roach
Seller's Signature

8/14/10
Date

I, Lester Griffin Luanne Griffin do hereby agree to the terms set forth in this agreement.
Print Consignee's Name

Lester Griffin Luanne Griffin
Consignee's Signature

8/14/10
Date

Courtesy of CandleBusinessCorner.com - The candle making business resource

Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

_____ the "Seller", and Lester Griffin
name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

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The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %
to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

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All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

I, Teal Marchande do hereby agree to the terms set forth in this agreement.
Print Seller's Name

Teal Marchande
Seller's Signature

8-23-10
Date

I, Lester Griffin Laraine Griffin do hereby agree to the terms set forth in this agreement.
Print Consignee's Name

Lester Griffin Laraine Griffin
Consignee's Signature

8/19/10
Date

Courtesy of [CandleBusinessCorner.com](http://www.candlebusinesscorner.com) - The candle making business resource

BARRY KAY ENTERPRISES, INC
6027 ETIWANDA AVENUE
TARZANA, CA 91356

Sales Receipt

Date

2/16/2006

Sale No.

1016

Sold To

LESTER GRIFFIN

Description	Check No.	Payment Method	Project
	515	Check	
	Qty	Rate	Amount
		106.24	106.24T

Subtotal	\$106.24
Sales Tax (8.25%)	\$8.76
Total	\$115.00

BARRY KAY ENTERPRISES, INC

6027 ETIWANDA AVENUE
TARZANA, CA 91356**Sales Receipt**

Date

Sale No.

2/24/2006

1027

Sold To

LESTER GRIFFIN

Description	Check No.	Payment Method	Project
	518	Check	
	Qty	Rate	Amount
		92.38	92.38T

Subtotal	\$92.38
Sales Tax (8.25%)	\$7.62
Total	\$100.00

Coastline Graphics

COASTLINE GRAPHICS
22414 S. Avalon Blvd.
Carson, CA 90745
(310) 830-1190 - Phone
(310) 834-6745 - Fax
CA

Invoice

DATE	INVOICE #
06/22/2010	7801
TERMS	DUE DATE
Due on receipt	06/22/2010

BILL TO
Lester Griffin

AMOUNT DUE	ENCLOSED
\$128.55	

✂ Please detach top portion and return with your payment. ✂

Date	Activity	Amount
06/22/2010	PRINTED PRODUCT - Cinque Job. Gilden 64000 With 1 Color Print On Center Chest & 1 Color Print On Back Neck. Pink With Black Print - 10-M Black With White Print - 10-M, 20 @ \$9.00	180.00
06/22/2010	SCREEN CHARGE, 2 @ \$30.00	60.00

PAYMENT DUE UPON RECEIPT. Cash, Check, Credit Card. Report any qty. discrepancies within 24 hours and wear discrepancies within 1 week. Garments should be cleaned inside-out. Coastline Graphics is not responsible for the sizing or coloring of garments.

SUBTOTAL	\$240.0
TAX (9.75%)	\$17.5
TOTAL	\$257.5
DEPOSIT	\$129.0
BALANCE DUE	\$128.5

[Web](#) [Images](#) [Videos](#) [Maps](#) [News](#) [Shopping](#) [Gmail](#) [more ▾](#)
[Help](#) | [Sign in](#)

Kathy's Uniforms Carson CA

Search Maps

Show search options


Find businesses, addresses and places of interest.

[Get Directions](#) [My Maps](#) [Edit this place](#) - [Business owner?](#)
[Print](#)[Email](#)[Link](#)

Kathy's Uniform

3758 Sepulveda Blvd, Torrance, CA 90505-2513

(424) 247-8400

2 reviews **Your rating:**
[Directions](#) [Search nearby](#) [more ▾](#)
Category: Uniform Store**Transit:** Hawthorne / Sepulveda (374 ft)  7, 8, 344,

...

Reviews from around the web

 insiderpages.com - 2 reviews

"accommodating My daughter attended a school that wore a **uniform** purchased from **Kathy's**. We spent many years in and out of this store, buying different items in varying sizes. The staff was always friendly, accommodating and willing to work to resolve any ..." - Sharon V. - Feb 3, 2009

"School Uniforms We have be working with **Kathy's uniforms** for over 11 years. With children in catholic schools **uniforms** are required. The service is great and very comfortable. They also embroider almost anything you can think of Sweat Shirts, Soccer Bags etc." - Paul M. - Feb 3, 2009 - [Full review »](#)
www.insiderpages.com/b/15247103419

Reviews by Google users

Been here? [Sign in to rate](#)

Related places

[Westway Uniforms](#)

3.7 mi NE

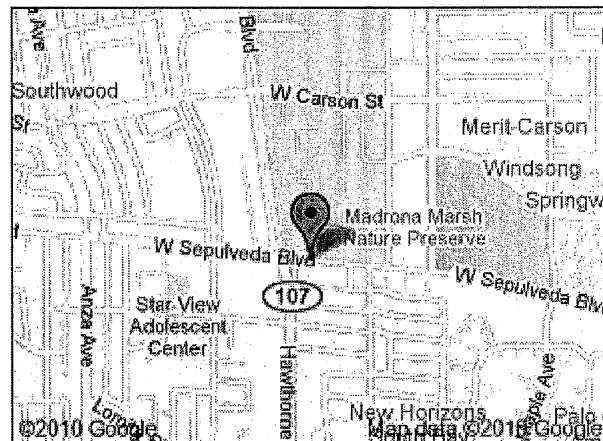
2214 Artesia Blvd # A, Torrance, CA

Uniform Store

[Caesar's Medical](#)[Uniforms](#) 6.0 mi N

13248 Hawthorne Boulevard, Hawthorne, CA

Uniform Store

[Life Uniform](#) 2.5 mi N[Uniform Express Ltd](#)

Related places

[Westway Uniforms](#) 3.7 mi NE2214 Artesia Blvd # A, Torrance, CA
Uniform Store[Caesar's Medical Uniforms](#) 6.0 mi N13248 Hawthorne Boulevard, Hawthorne, CA
Uniform Store[Life Uniform](#) 2.5 mi N18529 Hawthorne Boulevard, Torrance, CA
1 review - Uniform Store[Uniform Express Ltd](#) 18 mi NE496 North Garfield Avenue, Montebello, CA
Uniform Store[Campus Uniform Co](#) 2.2 mi E1724 Border Avenue, Torrance, CA
1 review - Uniform Store[Susan Lee Uniforms](#) 3.5 mi E21720 S Vermont Ave # 116, Torrance, CA
Uniform Store[School Uniforms USA](#) 19 mi N

KATHY'S UNIFORMS

1870 W. CARSON ST. Suite "F"

YORPANCE, GA 30301

PH: (310) 320-0407 FAX: (310) 320-3810

PURCHASE ORDER

020340

REQ. NO.

DATE

5/15 2005

TO

Lester

ADDRESS

SHIP TO

325-6615

ADDRESS

FOR	DATE REQUIRED	HOW SHIP	TERMS	
Kenny	5/15			
QUANTITY	PLEASE SUPPLY ITEMS LISTED BELOW		PRICE	UNIT
1	digitizing disk for		75.00	
2				
3	Circuit			
4	Freedom			
5				
6				
7				
8				
9				
10	35.00 Rep. CH #529			
11				
12				

IMPORTANT

OUR ORDER NUMBER MUST APPEAR ON ALL INVOICES-PACKAGES, ETC.

PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND _____ COPIES OF YOUR INVOICE

PURCHASE AGENT

RECEIPT

DATE	12-1-2008	No.	498820
FROM	Lester & Lorraine Griffin	\$	750.00
Seven Hundred & Fifty and 00/100 DOLLARS			
FOR RENT	Cinque T-Shirts (1 Box)		
FOR	Queens Community Development Group		
ACCT.		<input type="radio"/> CASH	FROM TO
PAID	750.00	<input type="radio"/> CHECK	
DUE		<input type="radio"/> MONEY ORDER	BY Lester & Lorraine Griffin

RECEIPT

DATE	5-3-2009	No.	498814
FROM	Lester Griffin / Lorraine Griffin	\$	750.00
Seven Hundred Fifty and 00/100 DOLLARS			
FOR RENT	Cinque T-Shirts (1 Box)		
FOR	Queens Community Development Group		
ACCT.		<input type="radio"/> CASH	FROM TO
PAID	750.00	<input type="radio"/> CHECK	
DUE		<input type="radio"/> MONEY ORDER	BY Lester & Lorraine Griffin

RECEIPT

DATE	8-2-2010	No.	498823
FROM	Lorraine & Lester Griffin	\$	750.00
Seven Hundred Fifty dollars and 00/100 DOLLARS			
FOR RENT	Cinque T-Shirts (1 Box)		
FOR	Queens Community Development Group		
ACCT.		<input type="radio"/> CASH	FROM TO
PAID	750.00	<input type="radio"/> CHECK	
DUE		<input type="radio"/> MONEY ORDER	BY Lester & Lorraine Griffin

123173

863 8/65

CUSTOMER'S ORDER NO.

DATE 7/7/65

NAME

Levaria! Gates

ADDRESS

772 W. 11th St Do

CITY, STATE, ZIP

310 094497

SOLD BY

CASH

C.O.D.

CHARGE

ON ACCT.

MIDSE. RETD.

PAID OUT

QUAN.

DESCRIPTION

PRICE

AMOUNT

1

714 W 223rd St

2

Co-sac C. / Apt 12

3

907445

4

5

6

7

8

9

10

11

12

RECEIVED BY

[Signature]

A-4705
T-46527/46528

KEEP THIS SLIP FOR REFERENCE

EXHIBIT 2

Cinque

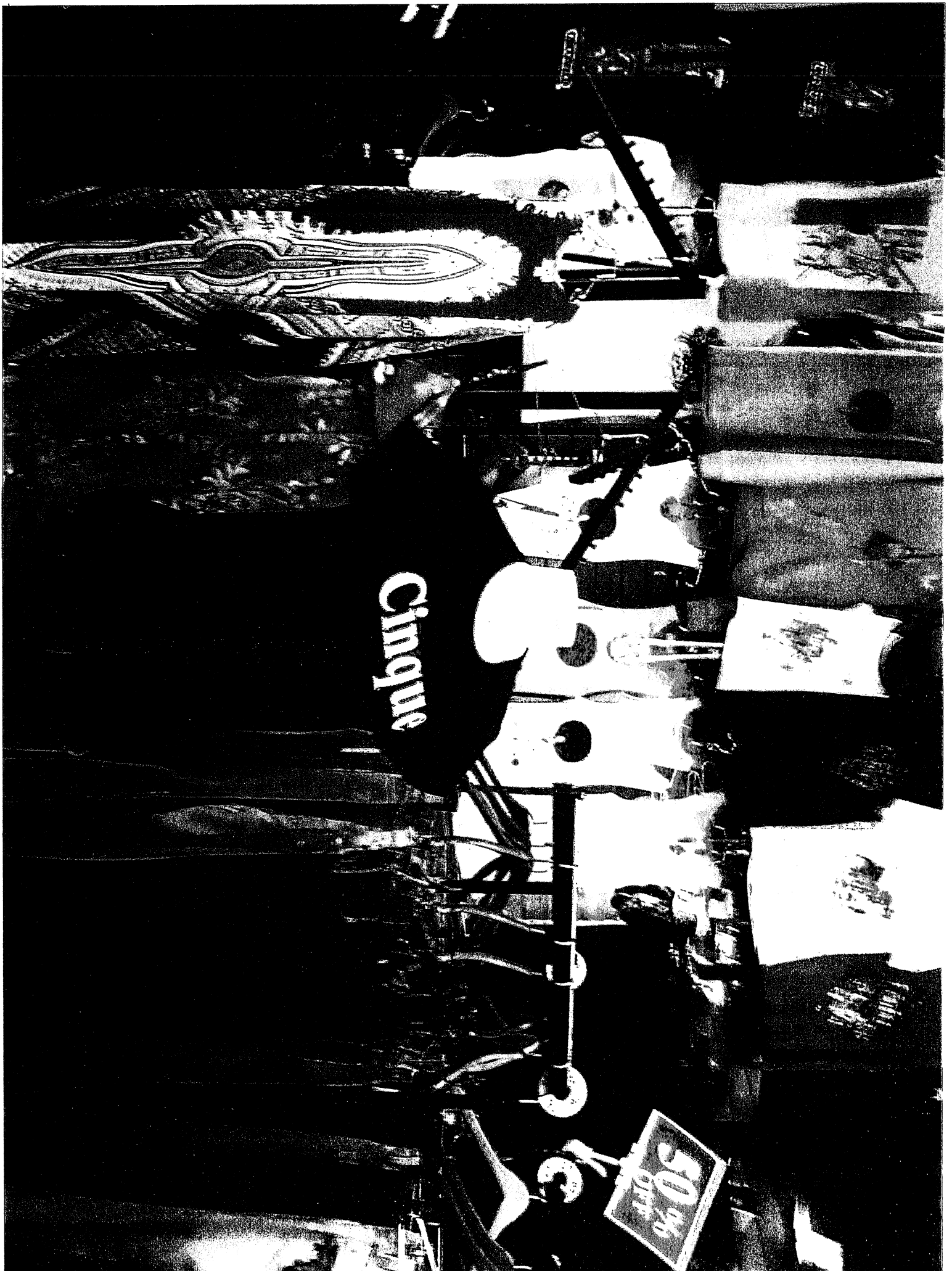
Cinque











Cinque

Cinque





EXHIBIT 3

CINQUE

CINQUE

EXHIBIT 4

SCHEDULE C-EZ
(Form 1040)Department of the Treasury
Internal Revenue Service**Net Profit From Business**
(Sole Proprietorship)

- **Partnerships, joint ventures, etc., must file Form 1065 or 1065-B.**
 ► **Attach to Form 1040, 1040NR, or 1041. ► See instructions.**

OMB No. 1545-0074

2006Attachment
Sequence No. **09A**

Name of proprietor

Lester Griffin

Social security number (SSN)

325-76-4046**Part I General Information**

**You May Use
Schedule C-EZ
Instead of
Schedule C
Only If You:**

- Had business expenses of \$5,000 or less.
- Use the cash method of accounting.
- Did not have an inventory at any time during the year.
- Did not have a net loss from your business.
- Had only one business as either a sole proprietor or statutory employee.

And You:

- Had no employees during the year.
- Are not required to file **Form 4562**, Depreciation and Amortization, for this business. See the instructions for Schedule C, line 13, to find out if you must file.
- Do not deduct expenses for business use of your home.
- Do not have prior year unallowed passive activity losses from this business.

A Principal business or profession, including product or service
Directing / Sales

B Enter code from instructions
 ► **711510**

C Business name. If no separate business name, leave blank.

D Employer ID number (EIN), if any

E Business address (including suite or room number). Address not required if same as on page 1 of your tax return.

City, town or post office, state, and ZIP code

Part II Figure Your Net Profit

1 Gross receipts. Caution. If this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, see Statutory Employees in the instructions for Schedule C, line 1, and check here <input type="checkbox"/>	1	750.
2 Total expenses (see instructions). If more than \$5,000, you must use Schedule C.	2	500.
3 Net profit. Subtract line 2 from line 1. If less than zero, you must use Schedule C. Enter on Form 1040, line 12 , and on Schedule SE, line 2 , or on Form 1040NR, line 13 . (Statutory employees do not report this amount on Schedule SE, line 2. Estates and trusts, enter on Form 1041, line 3.)	3	250.

Part III Information on Your Vehicle. Complete this part **only** if you are claiming car or truck expenses on line 2.

- 4 When did you place your vehicle in service for business purposes? (month, day, year) ► _____
- 5 Of the total number of miles you drove your vehicle during 2006, enter the number of miles you used your vehicle for:
- a Business _____ b Commuting (see instructions) _____ c Other _____
- 6 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No
- 7 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No
- 8a Do you have evidence to support your deduction? ☐ Yes ☐ No
- b If 'Yes,' is the evidence written? ☐ Yes ☐ No

BAA For Paperwork Reduction Act Notice, see instructions.

Schedule C-EZ (Form 1040) 2006

EXHIBIT 5

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

Stephanie H. Sandler, Esq.
Chanel, Inc.
9 West 57th Street
New York, NY 10019

Mailed: June 15, 2005

Serial No.: 76588103
ESTTA TRACKING NO: ESTTA35857

The request to extend time to oppose is granted until
9/28/2005 on behalf of potential opposer **Chanel, Inc.**

Please do not hesitate to contact the Trademark Trial and
Appeal Board at (703) 308-9300 if you have any questions
relating to this extension.

New Developments at the Trademark Trial and Appeal Board

TTAB forms for electronic filing of extensions of time to
oppose, notices of opposition, petition for cancellation, notice
of ex parte appeal, and inter partes filings are now available
at <http://estta.uspto.gov>. Images of TTAB proceeding files can
be viewed using TTABVue at <http://ttabvue.uspto.gov>.

Parties should also be aware of changes in the rules affecting
trademark matters, including rules of practice before the TTAB.
See Rules of Practice for Trademark-Related Filings Under the
Madrid Protocol Implementation Act, 68 Fed. R. 55,748 (September
26, 2003) (effective November 2, 2003) Reorganization of
Correspondence and Other Provisions, 68 Fed. Reg. 48,286 (August
13, 2003) (effective September 12, 2003). Notices concerning the
rules changes are available at www.uspto.gov.

ESTTA Tracking number: **ESTTA35857**

Filing date: **06/15/2005**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Applicant: **Lester M Griffin and Lavaniel W Griffin**
Application Serial Number: **76588103**
Application Filing Date: **04/19/2004**
Mark: **CINQUE**
Date of Publication **05/31/2005**

First 90 Day Request for Extension of Time to Oppose for Good Cause

Pursuant to 37 C.F.R. Section 2.102, Chanel, Inc., 9 West 57th Street, New York, NY10019, UNITED STATES, a corporation organized under the laws of New York, respectfully requests that it be granted a 90-day extension of time to file a notice of opposition against the above-identified mark for cause shown .

Potential opposer believes that good cause is established for this request by:

- The potential opposer needs additional time to investigate the claim

The time within which to file a notice of opposition is set to expire on 06/30/2005. Chanel, Inc. respectfully requests that the time period within which to file an opposition be extended until 09/28/2005.

Respectfully submitted,
/Stephanie Sandler/
06/15/2005

Stephanie H. Sandler, Esq.

Chanel, Inc.

9 West 57th Street

New York, NY10019

UNITED STATES

stephanie.sandler@chanelusa.com

212-715-4817

EXHIBIT F

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No. 3,104,426
For the mark CINQUE

Date registered: June 13, 2006

-----	X
Cinque Moda GmbH)
)
Petitioner,)
)
vs.)
)
Lester M. Griffin)
Lavaniel W. Griffin)
A California Partnership)
)
Respondent.)
-----	X

Cancellation No. 92052576

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

PETITIONER'S FIRST SET OF REQUESTS FOR ADMISSIONS TO REGISTRANT

Pursuant to Rule 36, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner Cinque Moda GmbH ("Cinque") through counsel of record, URSULA B. DAY, hereby propounds its First Set of Requests for Admissions to Registrants, Lester M. Griffin and Lavaniel W. Griffin ("the Griffins"). Registrant's shall serve their written responses to these requests within the time provided by the Federal Rules of Civil Procedure, the Trademark Rules of Practice and the current discovery schedule upon Registrant at the address of its counsel: URSULA B. DAY, ESQ. 708 Third Avenue, Suite 1501, New York, NY 10017.

INSTRUCTIONS AND DEFINITIONS

For the purposes of these requests, the following Instructions and Definitions shall apply:

1. "Petitioner" means Cinque Moda GmbH, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.
2. "Registrant," "You" and/or "Your" means Lester Griffin and Lavaniel Griffin any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.
3. "Person" means any individual, sole proprietorship, partnership, firm, corporation, joint venture, association, or other entity.
4. "Your Business Entities" refers to Lester Griffin and Lavaniel Griffin and any companies or partnerships associated therewith.
5. "Documents" is used in a comprehensive sense and includes, without limitation, letters, intra-corporate communications, reports, memoranda, minutes, bulletins, circulars, instructions, work assignments, notebooks, sketches, drawings, photographs, prints, drafts, work sheets, advertisements, catalogues, invoices, signs, non-paper information storage, and other writings of whatsoever nature; including copies or mechanical or photocopy reproduction or any or all of the foregoing items, and where such latter items contain any marking not appearing on the original or are altered from the original, then such items shall be considered to be separate original documents, and copies of non-paper information storage means such as tape, film and computer memory device in readable form.
6. "Thing" means any physical object other than a document.

7. "Trademark" means trademark or service mark.
8. "Your Mark" or "The Mark" means the trademark "Cinque", Registration No. 3,104,426 for international class 25.
9. "Use, Using or Used a mark" includes identifying the name of the product or service, the manner in which the mark was, is or will be used in relation to the product or service, the dates of use or intended use, and the geographic locations where the mark was, is or will be used.

REQUESTS FOR ADMISSIONS

REQUEST NO. 1:

Admit that all documents to be produced by You in response to Registrant's First Set of Request for Production of Documents were authentic in that they are either the original documents, or a true and accurate copy of the original.

REQUEST NO. 2:

Admit that You are not currently using Your Mark in connection with pants, shirts, jackets or shoes in commerce.

REQUEST NO. 3:

Admit that Your mark has not been used anywhere in connection with pants, shirts, jackets or shoes in commerce .

REQUEST NO. 4:

Admit that Your mark has not been used in commerce anywhere in connection with hats after 2005.

REQUEST NO. 5:

Admit that no goods under Your mark are sold anywhere in commerce.

REQUEST NO. 6:

Admit that Your mark is not used as a source of origin.

REQUEST NO. 7:

Admit that any T-shirts bearing Your mark "Cinque" are promotional items.

REQUEST NO. 8

Admit You are currently not expending any money promoting "Cinque".

REQUEST NO. 9:

Admit You are not currently using Your Mark on any goods in commerce.

REQUEST NO. 10:

Admit You have never used Your Mark in commerce on anything but hats and T-shirts.

REQUEST NO. 11:

Admit You have no written licenses for Your mark.

REQUEST NO. 12:

Admit that You have currently no business of your own relative to Your mark.


REQUEST NO. 13:

Admit that Lester and Lavaniel are not a California partnership as stated on the Certificate of Registration.

REQUEST NO. 14:

Admit that Lester Griffin and Lavaniel Griffin are joint owners of the U.S. trademark registration No. 3,104,426.

Dated: December 15, 2010.



Ursula B. Day
Reg. No.: 47,206
Attorney for Petitioner
708 Third Avenue
Suite 1501
New York, NY 10017
212-904-1815 voice
212-244-2233 fax
e-mail patentlaw@ursuladay.net

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No. 3,104,426
For the mark CINQE

Date registered: June 13, 2006

----- X
Cinque Moda GmbH)
)
Petitioner,)
)
vs.)
)
Lester M. Griffin)
Lavaniel W. Griffin)
A California Partnership)
)
Respondent.)
----- X

Cancellation No. 92052576

Certificate of Service

This is to certify that on December 15, 2010 a true copy of

**PETITIONER'S FIRST SET OF REQUESTS FOR ADMISSIONS TO
REGISTRANT**

and

PETITIONER'S SECOND SET OF INTERROGATORIES TO REGISTRANT

was being electronically transmitted to:

Marc T. Little
Professional Law Corporation
Union Bank Plaza
445 South Figueroa Street, Suite 2600
Los Angeles, CA 90071-1630
Tel.: 213-612-7754
Fax: 213-612-7797

by e-mailing the copy to the following e-mail address: mlittlelaw@aol.com

UBD:gm

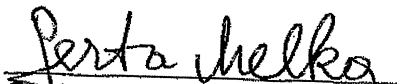

Gerta Melka

EXHIBIT G

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Reg. No. 3,104,426

Cinque Moda GmbH)	DOCKET No.: TM/CINQUE
)	
)	
Petitioner,)	CANCELLATION NO. 92052576
)	
vs.)	
)	
LESTER M. GRIFFIN)	
LAVANIEL W. GRIFFIN, A California)	
Partnership)	
)	
Respondent.)	
)	

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

PROPOUNDING PARTY: CINQUE MODA GmbH

RESPONDING PARTY: LESTER M. GRIFFIN

SET NUMBER: ONE

Pursuant to Rule 36, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2,120,
LESTER M. GRIFFIN, (“Griffin”) responds to Requests for Admissions as follows:

RESPONSE TO REQUESTS FOR ADMISSIONS

PREAMBLE

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

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RESPONSE TO RFA NO. 1

ADMIT

RESPONSE TO RFA NO. 2

DENY

RESPONSE TO RFA NO. 3

DENY

RESPONSE TO RFA NO. 4

ADMIT

RESPONSE TO RFA NO. 5

DENY

RESPONSE TO RFA NO. 6

DENY

RESPONSE TO RFA NO. 7

DENY

RESPONSE TO RFA NO. 8

ADMIT

RESPONSE TO RFA NO. 9

DENY

RESPONSE TO RFA NO. 10

ADMIT

RESPONSE TO RFA NO. 11

ADMIT

RESPONSE TO RFA NO. 12

DENY

RESPONSE TO RFA NO. 13

ADMIT

RESPONSE TO RFA NO. 14

ADMIT

I declare under penalty of perjury that the foregoing Response to Requests for Admissions is true and correct.

Executed on the ____ day of December 2010.


Lester M. Griffin

EXHIBIT H

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.
For the mark CINQUE 3,104,426

Date registered:

-----	X	
Cinque Moda GmbH)	
)	
Petitioner,)	
)	
vs.)	
)	Cancellation No. 92052576
Lester M. Griffin)	
Lavaniel W. Griffin)	
A California Partnership)	
)	
Respondent.)	
-----	X	

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

PETITIONER'S SECOND SET OF INTERROGATORIES TO REGISTRANT

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner, Cinque Moda GmbH ("Cinque Moda"), through counsel of record, Law Firm of Ursula B. Day hereby propounds its Second Set of Interrogatories on Respondent, Lester M. Griffin, Lavaniel W. Griffin, a California partnership ("Griffin" or "Respondent"). Respondent shall serve its written answers to these interrogatories within the time provided by the Federal Rules of Civil Procedure and the Trademark Rules of Practice upon Applicant at the

address of its counsel: Ursula B. Day, 708 Third Avenue, New York, NY 10017.

INSTRUCTIONS AND DEFINITIONS

For the purposes of these interrogatories, the Instructions and Definitions set forth in Petitioner's First Set of Interrogatories shall apply and are hereby incorporated verbatim by reference.

INTERROGATORY NO. 1:

State with specificity the volume of sales, by year for the last 4 years, for each of the goods bearing Your Mark listed separately.

Answer:

INTERROGATORY NO. 2:

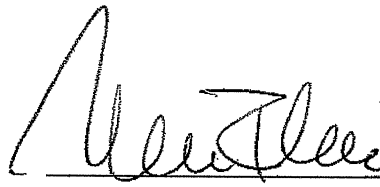
Identify with specificity the volume of sales for each of the goods sold by each of Your consignees for the last 4 years.

Answer:

INTERROGATORY NO. 3:

For each of the volume of sales in Interrogatory No. 1 and 2, state the dollar amount.

Answer:



Ursula B. Day
Attorney for Applicant
708 Third Avenue, Suite 1501
New York, NY 10017
Tel. (212) 904-1915
Fax (212) 244-2233

Dated: December 15, 2010
UBD:gm

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No. 3,104,426
For the mark CINQE

Date registered: June 13, 2006

----- X
Cinque Moda GmbH)
Petitioner,)
vs.)
Lester M. Griffin)
Lavaniel W. Griffin)
A California Partnership)
Respondent.)
----- X

Cancellation No. 92052576

Certificate of Service

This is to certify that on December 15, 2010 a true copy of

**PETITIONER'S FIRST SET OF REQUESTS FOR ADMISSIONS TO
REGISTRANT**

and

PETITIONER'S SECOND SET OF INTERROGATORIES TO REGISTRANT

was being electronically transmitted to:

Marc T. Little
Professional Law Corporation
Union Bank Plaza
445 South Figueroa Street, Suite 2600
Los Angeles, CA 90071-1630
Tel.: 213-612-7754
Fax: 213-612-7797

by e-mailing the copy to the following e-mail address: mlittlelaw@aol.com

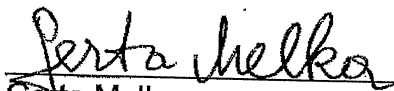

Gerta Melka

EXHIBIT I

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re: Reg. No. 3,104,426

Cinque Moda GmbH)	DOCKET No.: TM/CINQUE
)	
)	
Petitioner,)	CANCELLATION NO. 92052576
)	
vs.)	
)	
LESTER M. GRIFFIN)	
LAVANIEL W. GRIFFIN, A California)	
Partnership)	
)	
Respondent.)	
)	

Trademark Trial and Appeal Board
U.S. Patent and Trademark Office
P.O. Box 1451
Alexandria, VA 22313-1451

PROPOUNDING PARTY: CINQUE MODA GmbH

RESPONDING PARTY: LESTER M. GRIFFIN

SET NUMBER: TWO

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2,120,
LESTER M. GRIFFIN, (“Griffin”) responds to Interrogatories as follows:

RESPONSE TO INTERROGATORIES

PREAMBLE

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

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\\ \

\\ \

\\ \

\\ \

RESPONSE TO INTERROGATORIES

RESPONSE TO INTERROGATORY NO. 1

T-shirts 300 2006

T-shirts 300 2008

T-shirts 300 2010

RESPONSE TO INTERROGATORY NO. 2

Walter Owens T-Shirts 900 (since 2006)

(awaiting information from other consignees)

RESPONSE TO INTERROGATORY NO. 3

\$2,250.00

I declare under penalty of perjury that the foregoing Response to Interrogatories [Set Two] is true and correct.

Executed on the ____ day of December 2010.


Lester M. Griffin

EXHIBIT J

From: Lester Griffin <lester.griffin@att.net>
Date: June 14, 2010 12:02:37 AM PDT
To: chasallafashion@gmail.com
Subject: RE: Cinque

Dear Sir or Madam

I am writing you this e-mail to inform you that Cinque Moda GmbH. Is wrongfully selling or sending you garments under our copyright name. I Lester and Lavaniel own the trademark Cinque trademark no 3104426. Please do your research on this information that I'm sending you. Cinque Moda GmbH, should have never sold or issued goods on American soil without permission. If these sales do not stop we will pursue legal matter against you and Cinque Moda GmbH. If you have any further question, please feel free to call me or e-mail me.

Lester Griffin 310-809-4477 e-mail Lstrgrf@aol.com

CC Attorney Harold Sego

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **MOTION FOR SUMMARY JUDGMENT and Exhibits**, was deposited with the United States Postal Service, First Class Mail on this 22nd day of April 2011 addressed to:

Ursula B. Day
708 Third Avenue, Ste. 1501
New York, NY 10017

By: Stacey L. Messina
Stacey L. Messina